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**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

MICHELLE MADRID, on Behalf of Herself
 and All Others Similarly Situated

Plaintiff,

vs.

SAMSUNG ELECTRONICS AMERICA,
 INC., SAMSUNG ELECTRONICS CO.,
 LTD, THE HOME DEPOT, INC., LOWE'S
 COMPANIES, INC., BEST BUY CO., INC.,
 SEARS HOLDING CORPORATION,

Defendants.

Case No.:

CLASS ACTION COMPLAINT FOR:

- 1) Breach of Implied Warranty
- 2) Strict Liability
- 3) Negligence
- 4) Breach of Express Warranty
- 5) Magnuson-Moss Violation
(Written Warranty)
- 6) Magnuson-Moss Violation
(Express Warranty)
- 7) Unjust Enrichment
- 8) State Consumer Protection Acts
- 9) Fraud

DEMAND FOR JURY TRIAL

1 **CLASS ACTION COMPLAINT**

2 Plaintiff Michelle Madrid (“Plaintiff” or “Madrid”), by her attorneys, on behalf of herself
3 and the Class set forth below, alleges the following upon information and belief, except for those
4 certain allegations that pertain to Plaintiff, which are based on Plaintiff’s personal knowledge.

5 **NATURE OF THE ACTION**

6 1. This action relates to certain defective Samsung home washing machines that
7 have an inherently dangerous defect. These washing machines “explode,” or suffer
8 catastrophic failure during a given machine’s normal usage because of a design defect
9 and/or manufacturing flaw.

10 2. On August 12, 2016, Madrid purchased a Recalled Washing Machine (model
11 number WA45K7600A) from a Best Buy store in Murrieta, California

12 3. On November 4, 2016, Samsung began a recall (Recall # 17-028) of 34
13 distinct models (the “Recalled Washing Machine(s)”), all being models of Samsung top-
14 load washing machines, including the model purchased by Madrid as described above. A
15 listing of the model numbers for the Recalled Washing Machines is attached hereto as
16 Exhibit 1. The stated reason for the recall is that “[t]he [Samsung] washing machine top can
17 unexpectedly detach from the washing machine chassis during use, posing a risk of injury
18 from impact.” The recall bulletin further notes that “Samsung has received 733 reports of
19 washing machines experiencing excessive vibration or the top detaching from the washing
20 machine chassis. There are nine related reports of injuries, including a broken jaw, injured
21 shoulder, and other impact or fall-related injuries.” *See*,
22 <http://www.cpsc.gov/recalls/2017/samsung-recalls-top-loading-washing-machines>.

23 4. The remedies provided in Samsung’s recall bulletin allows consumers the
24 option of any one of the following: (1) an in-home repair or retrofit that includes
25 reinforcement of the washer’s top and a free one-year extension of the manufacturer’s
26 warranty; (2) a rebate to be applied towards the purchase of a new Samsung or other brand
27 of washing machine, along with free installation of the new unit and removal of the old unit;
28

1 or (3) a full refund for consumers who purchased their washing machine within the past
2 thirty days of the recall announcement. *See, id.*

3 5. None of the options were available to the Plaintiff because: (1) the retrofit that
4 Samsung proposes does not actually fix the defect in the machine so that Madrid can use the
5 machine as it she intended at purchase; (2) the rebate would have paid only for a fraction of
6 the cost of replacement; and (3) Madrid purchased her machine more than thirty days prior
7 to the recall.

8 6. Madrid brings this action on behalf of herself and other purchasers of the
9 Recalled Washing Machines in the United States, its possessions, or territories from March
10 2011 to November 2016. Plaintiff seeks relief in the form of (1) an injunction against
11 Defendants from any further sales of the Recalled Washing Machines and to take such other
12 remedial action as may otherwise be requested herein; and (2) money damages to
13 adequately and reasonably compensate owners of the Recalled Washing Machines who
14 have, through no fault of their own, purchased defective and dangerous Samsung washing
15 machines.

16 **PARTIES**

17 7. Plaintiff Susan Madrid is a citizen of the State of California, residing in this
18 Judicial District in the City of Murrieta.

19 8. Defendant Samsung Electronics Co., Ltd. is a South Korean corporation
20 headquartered in Seoul, South Korea. On information and belief, Samsung Electronics Co.,
21 Ltd. designs, manufactures, and distributes the Recalled Washing Machines for sale in this
22 District. At all time relevant hereto, Samsung Electronics Co., Ltd. was in the business of
23 distributing, marketing, promoting, and selling the recalled Washing Machines described
24 herein throughout the United States and in this District. Thus, Samsung Electronics, Co.,
25 Ltd. purposely directed its conduct towards this District and at all times relevant engaged in
26 a continuous course of business in this District by selling thousands of its washing machines
27 and other consumer goods in this District every year.

1 9. Defendant Samsung Electronics America, Inc. is a New York corporation that
2 is a wholly-owned subsidiary of Samsung Electronics Co., Ltd., with its headquarters in
3 Ridgefield Park, New Jersey. Samsung Electronics America, Inc. is the warrantor of the
4 products designed, manufactured, and distributed by Samsung Electronics Co., Ltd., and
5 acts as Samsung Electronics Co., Ltd.'s agent in the processing of warranty claims related to
6 defects in the manufacturing or materials used by Samsung Electronics Co., Ltd. during the
7 manufacturing process. At all times relevant hereto, Samsung Electronics America, Inc. was
8 in the business of distributing, marketing, promoting, and selling the Recalled Washing
9 Machines described herein throughout the United States and in this District. Samsung
10 Electronics America, Inc. resides in and engages in a continuous course of business in this
11 District, and based upon information and belief sells thousands of washing machines and
12 other consumer goods in this District on an annual basis. Defendants Samsung Electronics
13 Co., Ltd. and Samsung Electronics America, Inc. are referred to collectively herein as
14 "Samsung."

15 10. Home Depot, Inc. ("Home Depot") is a Delaware corporation with its
16 headquarters in Atlanta, Georgia. At all times relevant hereto, Home Depot was in the
17 business of distributing, marketing, promoting, and selling the Recalled Washing Machines
18 described herein throughout the United States and in this District. Home Depot resides in
19 and engages in a continuous course of business in this District, and based upon information
20 and belief sells thousands of washing machines and other consumer goods in this District on
21 an annual basis.

22 11. Lowes Companies, Inc. ("Lowes"), is a North Carolina corporation with its
23 headquarters in Mooresville, North Carolina. At all times relevant hereto, Lowes was in the
24 business of distributing, marketing, promoting, and selling the Recalled Washing Machines
25 described herein throughout the United States and in this District. Lowes resides in and
26 engages in a continuous course of business in this District, and based upon information and
27 belief sells thousands of washing machines and other consumer goods in this District on an
28 annual basis.

FACTUAL ALLEGATIONS

17. On August 12, 2016, Madrid purchased a Recalled Washing Machine (model number WA45K7600A) from a Best Buy store in Murrieta, California. For the most part, Madrid's Recalled Washing Machine performed as she expected when purchased.

18. On November 4, 2016, Samsung announced a "recall involve[ing] 34 models of Samsung top-load washing machines. The Recalled Washing Machines have mid-controls or rear-controls. [The model numbers and serial information can be found on two labels affixed to the back of the machine." <https://www.cpsc.gov/recalls/2017/samsung-recalls-top-load-washing-machines>. The Recalled Washing Machines are detailed by model number on Exhibit 2 hereto. The stated reason for the recall is that "[t]he [Samsung] washing machine top can unexpectedly detach from the washing machine chassis during use, posing a risk of injury from impact." The recall bulletin further notes that "Samsung has received 733 reports of washing machines experiencing excessive vibration or the top detaching from the washing machine chassis. There are nine related reports of injuries, including a broken jaw, injured shoulder, and other impact or fall-related injuries." *See, id.*

19. Madrid purchased her Recalled Washing Machine new and it was in excellent condition without any perceivable damage or defect. Moreover, Madrid has used her Recalled Washing Machine solely for its intended purpose as a personal home appliance until November 4, 2016, when Samsung announced the recall.

20. Samsung's recall allows owners of Recalled Washing Machines the option of any one of the following: (1) an in-home repair that includes reinforcement of the washer's top and a free one-year extension of the manufacturer's warranty; (2) a rebate to be applied towards the purchase of a new Samsung or other brand washing machine, along with free installation of the new unit and removal of old unit; or (3) a full refund for consumers who purchased their washing machine within the past 30 days of the recall announcement. *Id.*

21. In Madrid's circumstance, the full refund option was unavailable because she had purchased the Recalled Washing Machine outside of the thirty (30) day period. The rebate option was also a poor option because it provided a fraction of the cost to purchase a

1 new machine to replace the Recalled Washing Machine. The repair option was not viable as
2 well, as described below.

3 22. The repair option is not, in fact, a repair at all. In an effort to reduce costs,
4 Samsung has contracted with local entities to reinforce the top of the Recalled Washing
5 Machines with a retrofit. Instead of using appliance repair companies to institute the retrofit,
6 Samsung has hired local subcontractors who are more in the line of “handymen.” For
7 example, in many areas, Samsung is using Dish Network subcontractors, whose job
8 primarily consists of installing television satellite dishes on residences, to install the retrofit.
9 In essence, in an effort to cut costs, Samsung’s repair option does not even use individuals
10 qualified to repair or evaluate the safety of the Recalled Washing Machines. They simply
11 come to your house and snap on a new top.

12 23. In addition, it is difficult, if not impossible, to get Samsung to provide the
13 repair option. When consumers request that Samsung repair their machine, it often takes
14 weeks or months for a repair person to come and make the retrofit, and sometimes Samsung
15 has refused to provide the repair at all. In the event that Samsung does provide consumers
16 with the retrofit, the consumer’s problems are still not over because the retrofit does not fix
17 the issue. The retrofit merely reinforces the top of the Recalled Washing Machine, but
18 consumers are then advised that they cannot use the Recalled Washing Machine for many of
19 its intended purposes, such as using the high cycles needed to wash bedding, coats, towels
20 and other heavy garments. In essence, the retrofit may barely do enough to keep the
21 Recalled Washing Machines from exploding, although that remains to be seen, but they do
22 not make the Recalled Washing Machines fit for the purposes they were marketed and sold
23 to accomplish.

24 24. As a result, under the terms of Samsung’s agreement with the Consumer
25 Products Safety Commission, Samsung is required to fully refund or replace the washing
26 machine. See, [http://www.click2houston.com/consumer/feds-say-samsung-not-following-](http://www.click2houston.com/consumer/feds-say-samsung-not-following-consumer-product-safety-commission-agreement)
27 [consumer-product-safety-commission-agreement](http://www.click2houston.com/consumer/feds-say-samsung-not-following-consumer-product-safety-commission-agreement). For this reason, and upon information and
28 belief, Samsung is deliberately making it as difficult as possible for individuals to have their

1 Recalled Washing Machines repaired because it exposes Samsung to having to make a full
2 replacement or refund once consumers discover that the repair is ineffective.

3 25. As in the case of Madrid, the rebates that Samsung offers to consumers are
4 often times a fraction of the cost that consumers actually paid for their washing machines,
5 and after multiple frustrating interactions with Samsung, it became apparent that it was
6 difficult, if not impossible, to get Samsung to provide Madrid with relief that would allow
7 her to use her washing machine as it was intended to be used.

8 26. After learning of Samsung's recall of the Recalled Washing Machines, Madrid
9 was not able to use her Samsung washing machine as intended because of the danger posed
10 from potentially having her washing machine "explode" during normal use. In addition to
11 being without a working washing machine since November 2016, Madrid has been forced to
12 spend frustrating time with Samsung attempting to have her defective washing machine
13 repaired or replaced.

14 **THE RECALLED WASHING MACHINES**

15 27. The Recalled Washing Machines at issue in this action all have high-speed
16 "direct-drive" mechanisms that spin the washer tub at speeds of approximately 1100
17 revolutions per minute. The framing and dampening system of the Recalled Washing
18 Machines is inadequate to withstand the force generated by each such machine's direct drive
19 system.

20 28. The models of Samsung's Recalled Washing Machines include the following:

21 WA40J3000AW/A2 WA45H7000AP/A2 WA45H7000AW/A2
22 WA45H7200AW/A2 WA45K7600AW/A2 WA45K7100AW/A2
23 WA48H7400AW/A2 WA48J7700AW/A2 WA48J7770AP/A2
24 WA48J7770AW/A2 WA50K8600AV/A2 WA50K8600AW/A2
25 WA52J8700AP/A2 WA52J8700AW/A2 WA400PJHDWR/AA
26 WA422PRHDWR/AAWA456DRHDSU/AAWA456DRHDWR/AA
27 WA476DSHASU/A1 WA476DSHAWR/A1WA484DSHASU/A1
28 WA484DSHAWR/A1 WA48H7400AP/A2 WA50F9A6DSW/A2
WA50F9A7DSP/A2 WA50F9A7DSW/A2 WA50F9A8DSP/A2
WA50F9A8DSW/A2 WA52J8060AW/A2 WA5451ANW/XAA
WA5471ABP/XAA WA5471ABW/XAA WA56H9000AP/A2
WA56H9000AW/A2

1 29. The Recalled Washing Machines at issue here range in price from
2 approximately \$450.00 to \$1500.00 and come with an express one-year manufacturer's
3 warranty.

4 30. As explained above, this case involves Recalled Washing Machines that, in
5 many instances, "explode." When the Recalled Washing Machines explode, they do so with
6 such force that the machines are irreparably damaged. Indeed, the force of the explosion is
7 capable of seriously injuring people and damaging property, rendering the Recalled
8 Washing Machines unsafe for ordinary use.

9 31. Because of the inherent safety risk, the recall now includes a "Home Label
10 Kit" or stickers that state that "consumers should only use the delicate or waterproof cycles
11 when washing bedding, water-resistant and bulky items. The lower spin speed in the
12 delicate or waterproof cycles lessens the risk of the washing machine top unexpectedly
13 detaching from the washing machine chassis." *See*,
14 <https://www.cpsc.gov/recalls/2017/samsung-recalls-top-load-washing-machines>.

15 32. Even if a consumer is able to have Samsung "repair" their defective washing
16 machine, they are still unable to use it for its intended purpose. Samsung advises consumers
17 not to use the washing machines on heavy settings that would typically be used to wash
18 bedding or heavier garments. In essence, Samsung has left consumers with the choice of
19 using a defective product for the life of the product (regardless of whether the recall's
20 reinforcement measures are applied or not), accepting a rebate that is often well below the
21 amount it costs to actually replace a defective machine, or simply doing without.

22 33. The defects in the Recalled Washing Machines are latent defects respecting
23 the design of the machines and/or the manufacturing process related to the Recalled
24 Washing Machines and such defects would not reasonably be discoverable by consumers
25 when purchasing any of the Recalled Washing Machines. These latent defects relate
26 principally to the Recalled Washing Machines having structural and design defects in their
27 framing and dampening systems which can cause the tubs to loosen and become projectiles
28 over time. Such defects in the Recalled Washing Machines only manifest only after the

1 point of sale and such manifestation often occurs outside of Samsung's express warranty
2 period of one year.

3 34. In selling the Recalled Washing Machines, Samsung provided a uniform,
4 express one-year factory warranty against manufacturing defects in materials and
5 workmanship. This express warranty further protects against defects in the tub for three
6 years, as well as defects in the direct drive system for 10 years. The warranty for the
7 Recalled Washing Machines is offered on a take-it-or-leave-it basis, and consumers are not
8 afforded an opportunity to negotiate for more favorable terms in the warranty because of the
9 parties' relative bargaining power. In addition to the express warranty described above,
10 Samsung marketed, advertised, and warranted that the Recalled Washing Machines were of
11 merchantable quality and fit for their intended purpose. Samsung further marketed,
12 advertised, and warranted that the Recalled Washing Machines were free from defects and
13 the Recalled Washing Machines did not pose an unreasonable risk to persons or property.

14 35. Samsung knew that the Recalled Washing Machines were prone to explosion
15 and, therefore, that the Recalled Washing Machines were inherently defective,
16 unmerchantable and unfit for their intended use. Beginning as early as 2011, Samsung
17 received high numbers of consumer complaints related to the Recalled Washing Machines
18 for problems with their spin cycles, high vibrations, breaking springs, and even explosions
19 related to the Recalled Washing Machines' spin cycles. Moreover, Samsung has known that
20 the exploding Washing Machines cause actual physical injury to consumers since no later
21 than approximately October 24, 2013, when a woman in California was physically injured
22 by a Samsung Washing Machine explosion. This incident lead Samsung to inspect her
23 washing machine on November 22, 2013.

24 **CLASS ALLEGATIONS**

25 36. Madrid brings this suit as a class action on behalf of herself and on behalf of
26 others similarly situated pursuant to Federal Rule of Civil Procedure 23(a), 23(b)(2), and/or
27 23(b)(3) (the "Class"). The proposed Class consists of:
28

1 All residents of the United States and its territories or possessions who purchased a
2 new Recalled Washing Machine or otherwise acquired a Recalled Washing Machine
3 from March 2011 to November 2016, primarily for household use and not for resale.

4 37. Madrid also brings this suit as a class action on behalf of the following
5 subclass (“California Subclass”):

6 All residents of the State of California who purchased a new Recalled Washing
7 Machine or otherwise acquired a Recalled Washing Machine from March 2011 to
8 November 2016, primarily for household use and not for resale.

9 38. Unless otherwise indicated, the Class and the California Subclass are referred
10 to herein jointly as the “Class.”

11 39. The members of the Class are so numerous that joinder is impracticable.
12 Samsung is one of the largest manufacturers of residential washing machines in the world
13 and it sells many thousands of residential washing machines annually in the United States
14 and in the State of California through retailers such as Lowe’s, The Home Depot, Best Buy
15 and Sears.

16 40. Madrid’s claims are typical of the claims of the entire Class because Madrid
17 purchased a new Recalled Washing Machine, which Madrid purchased in August 2016 from
18 a Best Buy store in Murrieta, California.

19 41. Madrid will fairly and adequately represent and protect the interests of the
20 other Class members for purposes of Federal Rule of Civil Procedure 23(a)(4). Madrid has
21 no interests antagonistic to those of other Class members. Madrid is committed to the
22 vigorous prosecution of this action and has retained counsel experienced in litigation of this
23 nature to represent them.

24 42. Class certification is appropriate under Federal Rule of Civil Procedure
25 23(b)(3) because common questions of law and fact exist as to all members of the Class and
26 predominate over any questions affecting only individual members of the Class, including,
27 but not limited to:

28 a. whether the Recalled Washing Machines pose unreasonable safety risks to
consumers;

- b. whether Defendants knew, or should have known, that the products it sold into the stream of commerce pose unreasonable safety risks to consumers;
- c. whether Defendants concealed the safety risks the Recalled Washing Machines pose to consumers;
- d. whether the safety risks the Recalled Washing Machines pose to consumers constitute material facts that reasonable purchasers would have considered in deciding whether to purchase a washing machine;
- e. whether the Recalled Washing Machines possess material defects;
- f. whether Defendants knew or should have known of the inherent defects in the Recalled Washing Machines when it placed them into the stream of commerce;
- g. whether Defendants concealed the defects from consumers;
- h. whether the existence of the defects are material facts reasonable purchasers would have considered in deciding whether to purchase a washing machine;
- i. whether the Recalled Washing Machines are merchantable;
- j. whether the Recalled Washing Machines are fit for their intended use;
- k. whether Defendants were unjustly enriched by the sale of defective Recalled Washing Machines to the Plaintiff class;
- l. whether any false warranties, misrepresentations, and material omissions by Samsung concerning its defective Recalled Washing Machines caused Class Members' injuries; and
- m. whether Defendants should be enjoined from further sales of the Recalled Washing Machines.

43. Class certification under Federal Rule of Civil Procedure 23(b)(3) is superior to other available methods for the fair and efficient adjudication of this controversy. Since the damages suffered by individual Class members may be relatively small, the expense and burden of individual litigation make it virtually impossible for the Class members to seek redress for the wrongful conduct alleged. Madrid knows of no difficulty which will be encountered in the management of this litigation which would preclude its maintenance as a class action.

1 44. Class members have suffered and will suffer irreparable harm and damages as
2 a result of Defendants' wrongful conduct.

3
4 **FIRST CAUSE OF ACTION**
5 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AGAINST ALL**
6 **DEFENDANTS**

7 45. Madrid re-alleges and incorporates the preceding paragraphs as if fully set
8 forth herein.

9 46. The Recalled Washing Machines owned by Madrid and Class Members were
10 defectively designed and manufactured and pose serious and immediate safety risks to
11 consumers and the public.

12 47. These defects were present in such machines at the point of sale of the
13 Recalled Washing Machines.

14 48. Such defects place consumers and the public at serious risk for their own
15 safety when the Recalled Washing Machines are used in consumers' homes.

16 49. At all times relevant hereto, Samsung, Lowe's, The Home Depot, Best Buy,
17 and Sears were under a duty imposed by law requiring that a manufacturer's and merchant's
18 product be reasonably fit for the ordinary purposes for which the product is used, and that
19 the product be acceptable in trade for the product description. This implied warranty of
20 merchantability is part of the basis for the bargain between Samsung, Lowe's, The Home
21 Depot, Best Buy and Sears, on the one hand, and Madrid and Class Members, on the other.

22 50. Notwithstanding the aforementioned duty, at the time of delivery, Defendants
23 breached the implied warranty of merchantability in that the Recalled Washing Machines
24 were defective and posed a serious safety risk at the time of sale, would not pass without
25 objection, are not fit for the ordinary purposes for which such goods are used (safely
26 washing clothes in a residential setting), and failed to conform to the standard performance
27 of like products used in the trade.

28 51. Defendants knew or should have known that the Recalled Washing Machines
pose a safety risk and are defective and knew or should have known that selling the Recalled

1 Washing Machines to Madrid and Class Members constituted a breach of the implied
2 warranty of merchantability.

3 52. As a direct and proximate result of Defendants' breach of the implied
4 warranty of merchantability, Madrid and Class Members bought the Recalled Washing
5 Machines without knowledge of their defects or their serious safety risks.

6 53. As a direct and proximate result of Defendants' breach of the implied
7 warranty of merchantability, Madrid and Class Members purchased unsafe products which
8 could not be used for their intended purpose including washing bedding, water-resistant
9 items, and bulky items in a residential setting.

10 54. As a direct and proximate result of Defendants' breach of the implied
11 warranty of merchantability, Madrid and Class Members have suffered damages and did not
12 receive the benefit of their bargain.

13 55. Defendants were unjustly enriched by keeping the profits for the unsafe
14 products while never having to incur the cost of repair, replacement, retrofit, or a recall.

15 56. The defectively designed Recalled Washing Machines purchased by Madrid
16 and all other Class Members are unfit for their intended and ordinary purposes because they
17 are prone to break and even explode when operated as instructed and intended by
18 Defendants.

19 57. As a direct and proximate result of Defendants' breach of the implied
20 warranty of merchantability, Madrid and all the Class Members have suffered loss.

21
22 **SECOND CAUSE OF ACTION**
STRICT LIABILITY AGAINST SAMSUNG

23 58. Madrid re-alleges and incorporates the preceding paragraphs as if fully set
24 forth herein.

25 59. Samsung is engaged in the business of designing, manufacturing, distributing,
26 advertising, marketing, promoting, and/or selling home appliances, and did design,
27 manufacture, distribute, advertise, market, promote and/or sell the Recalled Washing
28 Machines at issue herein.

1 60. Samsung's Washing Machines were expected to and did reach Madrid and
2 Class Members without substantial change in the condition in which they were
3 manufactured, sold and distributed.

4 61. The Recalled Washing Machines were in a defective and unreasonably
5 dangerous condition when they left Samsung's possession or control in that, under normal
6 conditions, usage and applications, they could not withstand the use for which they were
7 intended.

8 62. Madrid and Class Members used the subject Washing Machines in a manner
9 reasonably intended by Samsung.

10 63. The Recalled Washing Machines were defective because they were not safe
11 for ordinary and intended use; Samsung failed to provide Madrid and Class Members either
12 directly or indirectly, with adequate and sufficient warning regarding the known or
13 foreseeable risks and dangers inherent in the Recalled Washing Machines; the Recalled
14 Washing Machines contained material design, materials, and manufacturing defects and
15 were not reasonably safe due to such defects; the design, methods of manufacture, and
16 testing of the Recalled Washing Machines did not conform to generally recognized and
17 prevailing standards or the state of the art in existence at the time the design was made and
18 the Recalled Washing Machines were manufactured; and at the time the Recalled Washing
19 Machines left Samsung's control, the foreseeable risks associated with the Recalled
20 Washing Machines' design exceeded the benefits associated with that design.

21 64. Madrid and Class Members have suffered property damage and other
22 incidental and consequential damages as a direct and proximate result of the defective
23 condition.

24 65. Samsung acted with malice, oppression and/or fraud, and in conscious and
25 flagrant disregard of the safety of their consumers, by manufacturing and selling the
26 Recalled Washing Machines known to them to be defective and unreasonably dangerous. As
27 alleged, Samsung knew or should have known that the Defects would cause their washing
28 machines to fail, flood, damage the Recalled Washing Machine and other property, and

1 threaten the personal safety of consumers. Samsung knew or was repeatedly informed of
2 the serious defects in the Recalled Washing Machines, yet failed to take any remedial action
3 and instead continued to sell this defective product. Given Samsung's conscious disregard
4 for the safety of the public, Madrid and Class Members seek exemplary or punitive
5 damages.

6 **THIRD CAUSE OF ACTION**
7 **NEGLIGENCE AGAINST SAMSUNG**

8 66. Madrid re-alleges and incorporates the preceding paragraphs as if fully set
9 forth herein.

10 67. Samsung owed a duty to Madrid and Class Members to design, manufacture,
11 produce, test, inspect, market, distribute, and sell the Recalled Washing Machines with
12 reasonable care and in a workmanlike fashion, and had a duty to protect Madrid and Class
13 Members from foreseeable and unreasonable risk of harm. Samsung breached that duty by,
14 among other things, defectively designing, manufacturing, testing, inspecting and
15 distributing the Recalled Washing Machines.

16 68. Samsung unreasonably failed to provide appropriate and adequate warnings
17 and instructions about its defective Washing Machines, and this failure was a proximate
18 cause of the harm for which damages are sought. In addition, at the time the Recalled
19 Washing Machines left its control, Samsung knew, or in the exercise of reasonable care
20 should have known, its defective Washing Machines posed a substantial risk of harm to the
21 life and property of its customers. Samsung knew, or in the exercise of reasonable care
22 should have known, the Recalled Washing Machines it designed, manufactured, produced,
23 tested, inspected, marketed, distributed, and sold, created an unreasonable safety risk and
24 would fail to perform as intended.

25 69. Samsung acted unreasonably in designing the Recalled Washing Machines,
26 and this conduct was a proximate cause of the harm for which damages are sought. Further,
27 at the time the Recalled Washing Machines left the control of Samsung, it unreasonably
28 failed to adopt a safer, practical, feasible, and otherwise reasonable alternative design that

1 could then have been reasonably adopted and that would have prevented or substantially
2 reduced the risk of harm without substantially impairing the usefulness, practicality, or
3 desirability of the Washing Machines. Furthermore, at the time the Recalled Washing
4 Machines left the control of Samsung, their design was so defective that a reasonable
5 person, aware of the relevant facts, would not use or purchase a Washing Machine of this
6 design.

7 70. Samsung knew, or in the exercise of reasonable care should have known, that
8 the Recalled Washing Machines created unreasonable safety risks. Samsung further knew,
9 or in the exercise of reasonable care should have known, that the Recalled Washing
10 Machines could cause property damage, personal injury, and/or death.

11 71. Based on this knowledge, Samsung had a duty to disclose to the Madrid and
12 Class Members the serious safety risks posed by the Recalled Washing Machines and a duty
13 to disclose the defective nature of the Recalled Washing Machines.

14 72. Samsung had a further duty not to put the defective Washing Machines on the
15 market and has a continuing duty to replace its unsafe Washing Machines, remove its unsafe
16 Washing Machines from the market and seek a recall from consumers.

17 73. Samsung failed to exercise reasonable care with respect to the design,
18 manufacture, production, testing, inspection, marketing, distribution and sale of the Recalled
19 Washing Machines by, among other things, failing to design and manufacture the Recalled
20 Washing Machines in a manner to ensure that, under normal intended usage, they would not
21 pose unreasonable risk to life and property.

22 74. Samsung failed to exercise reasonable care in failing to warn or to warn
23 adequately and sufficiently, either directly or indirectly, Madrid and Class Members of the
24 Defects in the Recalled Washing Machines.

25 75. Samsung failed to exercise reasonable care when it knew of the safety risks
26 the Washing Machines posed and actively concealed those risks from Madrid and Class
27 Members.
28

1 76. Samsung failed to exercise reasonable care when it knew of the safety risks
2 the Recalled Washing Machines posed and failed to replace, repair or recall Washing
3 Machines it knew were unsafe and defective.

4 77. As a direct and proximate result of Samsung's negligence, Madrid and Class
5 Members bought the Recalled Washing Machines without knowledge of their defective
6 nature or of their serious safety risks.

7 78. As a direct and proximate result of Samsung's negligence, Madrid and Class
8 Members purchased unsafe products which could not be used for their intended use.

9 79. As a direct and proximate result of Samsung's negligence, Madrid and Class
10 Members have suffered damages.

11 80. Madrid and Class Members seek to recover the damage caused by Samsung.
12 In addition, given Samsung's conscious disregard for the safety of Madrid and Class
13 Members, they also seek an award of exemplary damages.

14 **FOURTH CAUSE OF ACTION**
15 **BREACH OF EXPRESS WARRANTY AGAINST SAMSUNG**

16 81. Madrid re-alleges and incorporates the preceding paragraphs as if fully set
17 forth herein.

18 82. Samsung is and was at all times relevant a merchant with respect to washing
19 machines.

20 83. As set forth above, Samsung had knowledge of the defects alleged herein and
21 that they pose serious safety risks to consumers like Madrid and Class Members.

22 84. Despite that knowledge, at all times relevant, Samsung expressly warranted in
23 writing that its Washing Machines were "warranted by SAMSUNG against manufacturing
24 defects in materials and workmanship."

25 85. In its warranty to customers, Samsung also warrants in writing that it provides
26 the following warranties: one year parts and labor; two years control board parts; three years
27 stainless steel tub part; and ten years motor components.

1 86. The Recalled Washing Machines have inadequate framing and dampening
2 systems to withstand the extreme forces generated by the direct drive system that powers the
3 machines' drums, often allowing the Recalled Washing Machines to fail by having the tub
4 become disassembled from the frame during a machine's "explosion." Moreover, the
5 unbalanced load warning is defective in that it fails to stop the Recalled Washing Machines'
6 spin cycle before the machines explode.

7 87. Alternatively, the limitations in Samsung's warranty are unconscionable as
8 described herein.

9 88. By selling Recalled Washing Machines containing these defects to consumers
10 like Madrid and Class Members after it gained knowledge of the defects, Samsung breached
11 its express warranty to provide washing machines that were free from defects.

12 89. Samsung also breached its express warranty to repair and correct material
13 defects or component malfunctions in its Recalled Washing Machines when it failed to do
14 so despite knowledge of the known defects and despite knowledge of alternative designs,
15 alternative materials, and options for retrofits.

16 90. The limited warranty of repair for the Recalled Washing Machines fails in its
17 essential purpose because the contractual remedy is insufficient to make Madrid and Class
18 Members whole and because Samsung has refused to provide the promised remedies within
19 a reasonable time.

20 91. Also, as alleged in more detail herein, at the time Samsung warranted and sold
21 the Recalled Washing Machines, it knew that the Recalled Washing Machines did not
22 conform to the warranties and were inherently defective, and Samsung wrongfully and
23 fraudulently misrepresented and concealed material facts regarding its Washing Machines.

24 92. Accordingly, Madrid and Class Members are not limited to the limited
25 warranty of "repair" and Madrid and Class Members seek all remedies allowed by law.

26 93. As more fully detailed above, Samsung knew that Madrid's washing machine
27 was susceptible to malfunction but failed to provide defect-free washing machines to
28

1 Madrid or Class Members or to timely provide an adequate retrofit to remedy the Recalled
2 Washing Machines.

3 94. As more fully detailed above, Samsung was provided with notice and has been
4 on notice of the defects and of its breach of express written warranties through its own
5 internal and external testing as well as hundreds or thousands of consumer warranty claims
6 reporting malfunctions in the Recalled Washing Machines, and customer complaints, yet it
7 failed to repair, replace, or retrofit the Recalled Washing Machines to ensure they were free
8 of materials defects or component malfunctions as Samsung promised.

9 95. As a direct and proximate result of Samsung's breach of its express warranty,

10 96. Madrid and Class Members have suffered damages.

11 97. Samsung has been unjustly enriched by keeping the profits from the sale of its
12 unsafe washing machines while never having to incur the cost of repair.

13 **FIFTH CAUSE OF ACTION**
14 **VIOLATIONS OF MAGNUSON-MOSS ACT**
(15 U.S.C. §§ 2301-2312)–WRITTEN WARRANTY AGAINST SAMSUNG

15 98. Madrid hereby incorporates by reference the allegations contained in all
16 preceding paragraphs of this Complaint as though set forth fully herein.

17 99. The Recalled Washing Machines are “consumer products,” as that term is
18 defined by 15 U.S.C. § 2301(1).

19 100. Madrid and Class Members are “consumers,” as that term is defined by 15
20 U.S.C. § 2301(3).

21 101. Samsung is a “warrantor” and “supplier,” as those terms are defined by 15
22 U.S.C. § 2301(4) and (5).

23 102. Samsung provided Madrid and Class members with “written warranties,” as
24 that term is defined by 15 U.S.C. § 2301(6).

25 103. In its capacity as warrantor, and by the conduct described herein, any attempts
26 by Samsung to limit the express warranties in a manner that would exclude coverage of the
27 Recalled Washing Machines is unconscionable and any such effort to disclaim, or otherwise
28 limit, liability for the Recalled Washing Machines is null and void.

1 104. All jurisdictional prerequisites have been satisfied.

2 105. By Samsung's conduct as described herein, including Samsung's knowledge
3 of the defective Washing Machines and their action, and inaction, in the face of that
4 knowledge, Samsung has failed to comply with its obligations under its written and implied
5 promises, warranties, and representations.

6 106. As a result of Samsung's breach of express warranties, Madrid and Class
7 Members are entitled to revoke their acceptance of the Recalled Washing Machines, obtain
8 damages and equitable relief, and obtain attorneys' fees and costs pursuant to 15 U.S.C. §
9 2310.

10 **SIXTH CAUSE OF ACTION**
11 **VIOLATIONS OF MAGNUSON-MOSS ACT**
(15 U.S.C. § § 2301-2312)—IMPLIED WARRANTY AGAINST ALL DEFENDANTS

12 107. Madrid hereby incorporates by reference the allegations contained in all
13 preceding paragraphs of this Complaint as though set forth fully herein.

14 108. Washing Machines are "consumer products," as that term is defined by 15
15 U.S.C. § 2301(1).

16 109. Madrid and Class members are "consumers," as that term is defined by 15
17 U.S.C. § 2301(3).

18 110. Samsung is a "warrantor" and "supplier," as those terms are defined by 15
19 U.S.C. § 2301(4) and (5).

20 111. Lowe's, The Home Depot, Best Buy, and Sears are "warrantors" as that term
21 is defined by 15 U.S.C. § 2301(5).

22 112. Defendants provided Madrid and Class Members with "implied warranties,"
23 as that term is defined by 15 U.S.C. § 2301(7).

24 113. In their capacity as warrantors and by the conduct described herein, any
25 attempt by Defendants to limit the implied warranties in a manner that would exclude
26 coverage of the Recalled Washing Machines is unconscionable and any such effort to
27 disclaim, or otherwise limit, liability for the Recalled Washing Machines is void.
28

1 114. All jurisdictional prerequisites have been satisfied herein.

2 115. By Defendants' conduct as described herein, including Defendants'
3 knowledge of the defects contained within the Recalled Washing Machines and their action,
4 and inaction, in the face of that knowledge, Defendants have failed to comply with its
5 obligations under their written and implied promises, warranties, and representations.

6 116. As a result of Defendants' breach of implied warranties, Madrid and Class
7 members are entitled to revoke their acceptance of the Recalled Washing Machines, obtain
8 damages and equitable relief, and obtain attorneys' fees and costs pursuant to 15 U.S.C. §
9 2310.

10 **SEVENTH CAUSE OF ACTION**
11 **UNJUST ENRICHMENT AGAINST ALL DEFENDANTS**

12 117. Madrid re-alleges and incorporates the preceding paragraphs as if fully set
13 forth herein.

14 118. Defendants received proceeds from their sale of the defective Recalled
15 Washing Machines, which were purchased by Madrid and Class Members for an amount far
16 greater than the reasonable value of such machines because of such machines' defective
17 character.

18 119. In exchange for the purchase price paid by Madrid and Class Members,
19 Defendants provided the defective Recalled Washing Machines that are likely to fail within
20 their useful lives and pose a material risk of "exploding." There is no reasonable or
21 acceptable rate for washing machines to explode. Such defects render the Recalled Washing
22 Machines unfit, and indeed, unsafe for their intended use.

23 120. Madrid and Class Members reasonably believed that the Recalled Washing
24 Machines would function as advertised and warranted, and did not know, nor could have
25 known, that the Recalled Washing Machines contained latent defects at the time of
26 purchase.

121. Defendants know of and appreciate the benefit conferred by Madrid and Class Members and has retained that benefit notwithstanding its knowledge that the benefit is unjust.

122. Under the circumstances, permitting Defendants to retain the proceeds and profits from the sales of the defective Washing Machines described herein would be unjust. Hence, Defendants should be required to disgorge this unjust enrichment.

EIGHTH CAUSE OF ACTION
VIOLATION OF STATE CONSUMER PROTECTION LAWS
AGAINST ALL DEFENDANTS

123. Madrid re-alleges and incorporates the preceding paragraphs as if fully set forth herein.

124. Defendants' deceptive trade practices in, *inter alia*, misrepresenting the quality and character of the Recalled Washing Machines violate the following state consumer statutes:

- a. The Alabama Deceptive Trade Practices Act, Ala. Code §§ 8-19-5(2), (3), (5), (7), and (27), et seq.;
- b. The Alaska Unfair Trade Practices and Consumer Protection Act, Alaska Stat. §§ 45.50.471-45.50.561;
- c. The Arizona Consumer Fraud Act, A.R.S. § 44-1522;
- d. The Arkansas Deceptive Trade Practices Act, Ark. Code Ann. §§ 4-88-107(a)(1)(10) and 4-88-108(1)(2), et seq.;
- e. The California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, et seq., and the California Unfair Competition Law, Cal. Bus. and Prof. Code, § 17200, et seq.;
- f. The Colorado Consumer Protection Act, Col. Rev. Stat. Ann. §§ 6-1-105(1)(b), (c), (e) and (g), et seq.;
- g. The Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110(b), et seq.;
- h. The Delaware Consumer Fraud Act, Del. Code Ann. Title 6 § 2513, et seq.;
- i. The District of Columbia Consumer Protection Act, D.C. Code §§ 28-3904(a), (d), (e), (f) and (r), et seq.;

- 1 j. The Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann. § 501.204(1),
2 et seq.;
- 3 k. The Georgia Fair Business Practices Act, Ga. Code Ann. §§ 10-1-393(a) and (b)(2),
4 (3), (5), and (7), et seq.;
- 5 l. The Hawaii Deceptive Trade Practices Act, Haw. Rev. Stat. Ann. §§ 481A-3(a)(5),
6 (7) and (12), et seq., and the Hawaii Consumer Protection Act, Haw. Rev. Stat. Ann.
7 § 480-2(a), et seq.;
- 8 m. The Idaho Consumer Protection Act, Idaho Code §§ 48-603(5), (7), (17) and (18), et
9 seq., and Idaho Code § 48-603C, et seq.;
- 10 n. The Illinois Consumer Fraud and Deceptive Trade Practices Act, 815 Ill. Stat. §
11 505/2, et seq., and the Illinois Uniform Deceptive Trades Practices Act, 815 Ill. Stat.
12 §§ 510/2(a)(5), (7) and (12), et seq.;
- 13 o. The Indiana Deceptive Consumer Sales Act, Ind. Code §§ 24-5-0.5-3(a) and (b)(1)
14 and (2), et seq.;
- 15 p. The Iowa Consumer Fraud Act, I.C.A. §§ 714H.3 and 714H.5, et seq.;
- 16 q. The Kansas Consumer Protection Act, Kan. Stat. §§ 50-626(a) and (b)(1)(A)(D) and
17 (b)(3), et seq.;
- 18 r. The Kentucky Consumer Protection Act, Ky. Rev. Stat. §§ 367.170(1) and (2), et
19 seq.;
- 20 s. The Louisiana Unfair Trade Practices and Consumer Protection Law, La. Rev. Stat.
21 Ann. § 51:1405(A), et seq.;
- 22 t. The Massachusetts Consumer Protection Act, Ma. Gen. Laws Ann. Ch. 93A § 2(a),
23 et seq.;
- 24 u. The Maine Uniform Deceptive Trade Practices Act, 10 M.R.S.A. §§ 1212(1)(E) and
25 (G), et seq., and the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 207, et seq.;
- 26 v. The Maryland Consumer Protection Act, Md. Code Commercial Law, §§ 13-301(1)
27 and (2)(i)-(ii), and (iv), (5)(i), and (9)(i), et seq.;
- 28 w. The Michigan Consumer Protection Act, M.C.P.L.A. §§
 445.903(1)(c)(e), (s) and (cc), et seq.;
- x. The Minnesota Uniform Deceptive Trade Practices Act, Minn. Stat. § 325D.44,
 subd. 1(5), (7) and (13), et seq., and the Minnesota Consumer Fraud Act, Minn. Stat.
 § 325F.69, subd. 1, and Minn. Stat. § 8.31, subd. 3(a);

- 1 y. The Mississippi Consumer Protect Act, Miss. Code Ann. §§ 75-24-5(1), (2)(b), (c),
2 (e), and (g), et seq.;
- 3 z. The Missouri Merchandising Practices Act, Mo. Ann. Stat. § 407.020(1), et seq.;
- 4 aa. The Montana Unfair Trade Practices and Consumer Protection Act, Mont. Code
5 Ann. § 30-14-103, et seq.;
- 6 bb. The Nebraska Consumer Protection Act, Neb. Rev. Stat. § 591602, and the Nebraska
7 Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-302(a)(5) and (7), et
8 seq.;
- 9 cc. The Nevada Deceptive Trade Practices Act, Nev. Rev. Stat. Ann. §§ 598.0915(5)
10 and (7), et seq.;
- 11 dd. The New Hampshire Consumer Protection Act, N.H. Rev. Stat. Ann. § 358-A:2(v)
12 and (vii), et seq.;
- 13 ee. The New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8-2, et seq.;
- 14 ff. The New Mexico Unfair Practices Act, N.M. Stat. Ann. §§ 57-12-2(D)(5)(7) and
15 (14) and 57-12-3, et seq.;
- 16 gg. The New York Business Law, N.Y. Gen. Bus. Law § 349(a);
- 17 hh. The North Carolina Unfair Trade Practices Act, N.C.G.S.A. § 75-1.1(a), et seq.;
- 18 ii. The North Dakota Unlawful Sales or Advertising Practices Act, N.D. Cent. Code §
19 51-15-02, et seq.;
- 20 jj. The Ohio Consumer Sales Practices Act, Ohio Rev. Code Ann. §§ 1345.02(A) and
21 (B)(1) and (2), et seq.;
- 22 kk. The Oklahoma Consumer Protection Act, 15 O.S. §§ 753(5), (7) and (20), et seq.;
- 23 ll. The Oregon Unfair Trade Practices Act, Or. Rev. Stat. §§ 646.608(1)(e)(g) and (u),
24 et seq.;
- 25 mm. The Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§
26 201-2(4)(v)(vii) and (xxi), and 201-3, et seq.;
- 27 nn. The Rhode Island Deceptive Trade Practices Act, R.I. Gen. Laws §§ 6-13.1-1(6)(v),
28 (vii), (xii), (xiii) and (xiv), et seq.;
- oo. The South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-20(a), et
seq.;

- 1 pp. The South Dakota Deceptive Trade Practices Act and Consumer Protection Act, S.D.
2 Codified Laws § 37-24-6(1), et seq.;
- 3 qq. The Tennessee Consumer Protection Act, Tenn. Code Ann. §§ 47-18-104(a), (b)(2),
4 (3), (5), and (7), et seq.;
- 5 rr. The Texas Deceptive Trade Practices Consumer Protection Act, V.T.C.A., Bus. & C.
6 §§ 17.46(a), (b)(5) and (7), et seq.;
- 7 ss. The Utah Consumer Sales Practices Act, Utah Code Ann. §§ 13-11-4(1), (2)(a), (b),
8 and (i) et seq.;
- 9 tt. The Vermont Consumer Fraud Act, 9 V.S.A. § 2453(a), et seq.;
- 10 uu. The Virgin Islands Consumer Protection Law, V.I. Code Ann. tit. 12A, § 101, et
11 seq.;
- 12 vv. The Virginia Consumer Protection Act, Va. Code Ann. §§ 59.1-200(A)(5)(6) and
13 (14), et seq.;
- 14 ww. The Washington Consumer Protection Act, Wash. Rev. Code § 19.86.020, et seq.;
- 15 xx. The West Virginia Consumer Credit and Protection Act, W.V.A. Code § 46A-6-
16 104, et seq.; and
- 17 yy. The Wyoming Consumer Protection Act, Wyo. Stat. Ann. §§ 40-12-105(a), (i), (iii)
18 and (xv), et seq.

19 125. By this Cause of Action, Madrid plead on behalf of the Class violations of all
20 the foregoing consumer and deceptive trade practice laws.

21 **NINTH CAUSE OF ACTION**
22 **FRAUD AGAINST SAMSUNG**

23 126. Madrid re-alleges and incorporates the preceding paragraphs as if fully set
24 forth herein.

25 127. Upon discovering that her Samsung washing machine was subject to recall,
26 Madrid quickly contacted Samsung to repair or replace the washing machine. Samsung
27 represented in their recall notice that they would repair any Recalled Washing Machine free
28 of charge to the consumers, including Madrid.

128. The truth is that Samsung cannot repair these washing machines. They can
perform a retrofit that will reinforce the washing machines, but it will not allow consumers
to use these washing machines for the purposes for which they were advertised and

1 purchased. In addition, as part of their agreement with the Consumer Protection Safety
2 Commission, any washing machine that cannot be repaired must be replaced by Samsung at
3 no cost to the consumer. As a result, Samsung is doing everything in its power to keep
4 consumers from accepting the repair option, including scheduling repairs and then having
5 them cancelled, failing to return phone calls for those who wish to schedule repairs, and
6 other stalling tactics, in order to force consumers to accept the rebate option, thereby freeing
7 Samsung from the obligation to replace the washing machines once it becomes apparent that
8 the repair does not fully fix the problem.

9 129. Upon information and belief, Samsung had no intention of keeping their
10 representation that they would repair Madrid's defective washing machine, as it is in
11 Samsung's financial interest to force Madrid and other members of the class to use
12 Samsung's proffered rebate to purchase a new Samsung washing machine, or using
13 Samsung's proffered rebate of a lesser amount to purchase another brand of washing
14 machine as the cost of the rebate is, on information and belief, less expensive than the cost
15 of repair to the Recalled Washing Machines. In addition, Samsung is unable to repair the
16 Recalled Washing Machines. Even after the retrofit is done and the top of each washing
17 machine is reinforced, consumers are still unable to use their washing machines as intended.
18 As a result, Samsung would owe every consumer who has their Recalled Washing Machine
19 repaired a full refund or a new washing machine immediately after the repair has been
20 completed. *See* [http://www.click2houston.com/consumer/feds-say-samsung-not-following-](http://www.click2houston.com/consumer/feds-say-samsung-not-following-consumer-product-safety-commission-agreement)
21 [consumer-product-safety-commission-agreement.](http://www.click2houston.com/consumer/feds-say-samsung-not-following-consumer-product-safety-commission-agreement)

22 130. At the time Samsung made the representation that they would repair their
23 Recalled Washing Machines, they were fully aware of the cost savings they would receive
24 by "encouraging" owners of the Recalled Washing Machines, including Madrid, to take the
25 proffered rebate rather than having their existing washing machine repaired. As a result,
26 Samsung intentionally made it difficult, if not impossible, for Madrid and other members of
27 the Class to obtain retrofits for their Samsung washing machines, all in the hope consumers
28 would choose to accept the rebate option instead of a retrofit.

1 131. As a result of Samsung's fraud, Madrid and the class are entitled to full
2 compensation for the loss of their Recalled Washing Machines including time lost in
3 seeking to have the Recalled Washing Machines repaired and time and money spent finding
4 other means to wash their belongings while they waited for Samsung to repair their Recalled
5 Washing Machines.

6 **WHEREFORE**, Madrid individually and on behalf of the above defined Class, by and
7 through counsel, pray the Court grant the following relief:

8 A. An Order certifying this action as a class action pursuant to Rule 23 of the Federal
9 Rules of Civil Procedure;

10 B. An Order appointing Madrid as representative for the Class and appointing her
11 counsel as lead counsel for the Class;

12 C. An order awarding Madrid and all other Class Members damages in an amount to be
13 determined at trial for the wrongful acts of Samsung described herein;

14 D. An Order enjoining Samsung, Lows, The Home Depot, Best Buy, and Sears, their
15 agents, successors, employees, and other representatives from engaging in or continuing to engage
16 in the manufacture (in the case of Samsung), marketing, and sale of the defective Recalled Washing
17 Machines; requiring Samsung, Lows, The Home Depot, Best Buy and Sears to issue corrective
18 actions including notification, recall, service bulletins, and fully-covered replacement parts and
19 labor, or replacement of the Recalled Washing Machines; and requiring Samsung, Lowes, The
20 Home Depot, Best Buy, and Sears to preserve all evidence relevant to this lawsuit and notify
21 Recalled Washing Machine owners with whom it comes in contact of the pendency of this and
22 related litigation;

23 E. Restitution as authorized by law;

24 F. Payment to the Class of all damages associated with the replacement of the defective
25 products and parts, in an amount to be proven at trial;

26 G. An assessment of punitive damages, consistent with the actual harm Samsung has
27 caused and the reprehensibility of its wanton and willful conduct, and the need to punish and deter
28 such conduct;

1 H. An order awarding attorney's fees pursuant to applicable Federal and State law;

2 I. Interest as provided by law, including but not limited to pre judgment and post-
3 judgment interest as provided by rule or statute; and

4 J. Any and all other and further relief as this Court deems just, equitable, or proper.
5

6 **JURY TRIAL DEMANDED**

7 Plaintiff hereby demands that this matter be tried to a jury.

8 February 3, 2017

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EXHIBIT 1

(Samsung Recalled Washing Machine Model Numbers)

WA40J3000AW/A2 WA45H7000AP/A2 WA45H7000AW/A2
WA45H7200AW/A2 WA45K7600AW/A2 WA45K7100AW/A2
WA48H7400AW/A2 WA48J7700AW/A2 WA48J7770AP/A2
WA48J7770AW/A2 WA50K8600AV/A2 WA50K8600AW/A2
WA52J8700AP/A2 WA52J8700AW/A2 WA400PJHDWR/AA
WA422PRHDWR/AAWA456DRHDSU/AAWA456DRHDWR/AA
WA476DSHASU/A1 WA476DSHAWR/A1WA484DSHASU/A1
WA484DSHAWR/A1 WA48H7400AP/A2 WA50F9A6DSW/A2
WA50F9A7DSP/A2 WA50F9A7DSW/A2 WA50F9A8DSP/A2
WA50F9A8DSW/A2 WA52J8060AW/A2 WA5451ANW/XAA
WA5471ABP/XAA WA5471ABW/XAA WA56H9000AP/A2
WA56H9000AW/A2